INDIA NON JUDICIAL

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Government of Karnataka

Rs. 200

e-Stamp

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Purchased by	:	S N PRADEEP KUMAR GANGA ENTERPRISES
Description of Document	:	Article 12 Bond
Description	:	WORK AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	THE EXECUTIVE ENGINEER ELECL BBMP BYATARAYANAPURA
Second Party	:	S N PRADEEP KUMAR GANGA ENTERPRISES
Stamp Duty Paid By	:	S N PRADEEP KUMAR GANGA ENTERPRISES
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

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Please write or type below this line

TENDER AGREEMENT

Tender Approved Cost **Rs.4,61,114/-** **AGREEMENT NO.** 000017 **/2020-21**

This **AGREEMENT** is made and executed on this the 16th day of JUNE 2020, Bangalore, by and between BRUHAT BANGALORE MAHANAGARA PALIKE, represented by its **Executive Engineer (Elecl.), Yelahanka Zone, Amruthhalli Main Road, Byatarayanpura, Bangalore-92,** hereinafter called the **BRUHAT BANGALORE MAHANAGARA PALIKE** on the ONE PART, and **M/s. Ganga Enterprises, # 77, 2nd Cross, GKW Layuot, Vijayanagara Bengaluru-40** here in after called the **CONTRACTOR** of the OTHER PART

For GANGA ENTERPRISES

Proprietor

ಕಾರ್ಯಪಾಲಕ ಅಭಿಯಂತರರು

(ವಿದ್ಯುತ್) ಯಲಹಂಕ

ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ

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2. The onus of checking the legitimacy is on the users of the certificate.
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Where as the Executive Engineer (Elec.) Yelahanka Zone Administratively sanctioned an estimate for **Rs.5.00 lakhs (Rs.Five Lakhs only)** Vide No. A/S: **BBMP/EE/ELE/YZ/AS/19/19-20, Dt:18.12.2019** & Technically sanctioned by the Executive Engineer (Elec.) Yelahanka Vide No: **BBMP/EE/ELE/YZ/TS/06/19-20, Dt:18.12.2019**, for the Work:- **Maintenance & Repairs to Existing Park Lightings, etc to the existing Installation in Park at Byatarayanapura Constituency** Estimate is based on the KPWD ELEC SR rates of 2019-20 and approved rates.

Whereas the Bruhat Bangalore Mahanagara Palike by its Tender Notification No. EE/ELE/YZ/TN/GN/07/2019-20, Date: 27/02/2020, invited the tender for the aforesaid work. Whereas in response to the said Notification, 3 (Three) Tenderer were received the lowest valid successful tenderer bearing NEFT.No.**GOK0230503376201 for** Rs.**12,500/- as E.M.D.,** offering to execute the aforesaid work at the **24.15%(Rs.3,49,726)** Below the sanctioned estimate rates and the Schedule-B rates based on PWD SR OF 2019-20 and Approved Rates. And the Contractor as paid the difference cost amount of **Rs.1,11,400/-** through Abhudhaya Cash Certificate.No:572894, Dt:04/06/2020, Karnataka Bank Ltd, Neharu Nagara Branch and 5% **Security Deposit** amount **Rs.17,487/-**through Abhudhaya Cash Certificate.No:572891, Dt:04/06/2020, Karnataka Bank Ltd, Neharu Nagara Branch

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In consideration of the payment at lowest rates and based on the Schedule-B rates, which has to be paid by the Corporation to the Contractor, at the said rates as mentioned in the Schedule-B from time to time, as and when the bills are submitted for the work executed by the Contractor, subject to the terms and conditions of the Tender Document. The Contractor shall complete the work as mentioned in the detailed Estimate and Schedule-B.
- The BBMP shall pay to the contractor at **24.15% Below** the rates mentioned in the Schedule "B" as and when the bills are submitted by the contractor for the work done.
- The Work should be completed within days from the date of issue of work order, failing which the penalty will be levied for the delay period.
- The contractor shall complete the above mentioned and subsidiary works connected therewith within the same site as may be ordered to be done in writing from time to time by the Executive Engineer, even though such works may or may not be shown in the detailed Estimate and Schedule-B.
- The Contractor shall be held responsible for any incident and shall pay the compensation to his workmen, payable under the Workmen Compensation Act, 1923, for injuries (God forbid), if any, caused to the workmen of vehicles or any other property during the execution of the work and also the liability that may arise under the common law.
- The contractor shall complete the work to the satisfaction of the Bruhat Bangalore Mahanagara Palike and shall rectify the defects developed within guarantee period of one year, from the date of completion of work and the E.M.D and F.S.D recovered from the Contractor shall be released only after one year without any interest thereon.
- While carrying out the works, the firm shall carry out the work with qualified personel and in consultation with the KPTCL for the line clear etc. if any.
- In case, KPTCL deposit charges has to be paid for obtaining services after execution of work, the same shall be borne by the Contractor at his own cost and at his risk. The Tender should compulsorily produce all the bills, incurred towards KPTCL Deposit charges if any, for claiming refund of said expenses at the time of billing. The taxes are applicable for materials used only.

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For GANGA ENTERPRISES

Proprietor

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(ವಿದ್ಯುತ್) ಯಲಹಂಕ
ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ

- The detailed estimate and tender documents shall form part and parcel of this Agreement.
- The work shall be executed by using quality material ,directed by Engineer Incharge from time-to-time. The sample fittings and other accessories shall got approved and the work shall be carried out through qualified persons.
- The tenderer shall give guarantee for the fixture/ fittings and timers other components and maintain the same for a period of one year from the date of submission of the Bill. All the replacement of fused out and defective accessories shall be carried out free of cost for a period of 1(One) year. A joint compliance report together with the package maintenance contractor for the satisfactory functioning of fixtures/fittings and timers should be submitted to this office on every fortnight without which SD will not released. Necessary deductions towards the replacement of faulty accessories will be recovered from S D if failed to comply with submission of joint compliance report and attending to rectification of complaints within 48 hours.
- The Contractor should submit the confirmation Certificate and Test Certificate duly certified by the company / Manufacturer of the Street light fitting and shall execute work as per the instruction of Engineer-In-Charge.
- After receiving the work order, the Tenderer shall commence the work within 7 (Seven) days with full Devotion & failure to do work, it will be presumed that the Tenderer is not-interested in the work and E.M.D. will be forfeited & work will be taken up through other contractor of the cost and Responsibility of the Tenderer.
- The Successful tenderer should embose on the fitting & switches, firm name, ward no, date / month and year of fixing the fitting & switches etc., clearly using the paint and Contractor shall arrange for photographs (if required) at various stages of the work and Typed list of fittings installed along with the bill;.
- Contractor shall return any relesed materials which are of any nature from the site during the execution of the work to Engineer incharge of the work; non compliace to this clause causes the deduction of cost of such materials from your Bill.
- Other terms and conditions as stipulated in the P.W.G-65 , KW-1, KTPP act-1999 and K.T.P.P Rules -2000 are also apply to this contract.

IN WITNESS WHEREOF, both the parties hereunto have signed this Agreement on the day, month and year first mentioned above.

WITNESSES

1.

2.

For GANGA ENTERPRISES

CONTRACTOR
Proprietor

EXECUTIVE ENGINEER (Elec)
BBMP, YELAHANKA ZONE